Price-Simms, Inc. d/b/a Toyota Sunnyvale *and* Richard Vogel. Case 32–CA–138015

November 30, 2015

DECISION AND ORDER

BY CHAIRMAN PEARCE AND MEMBERS MISCIMARRA AND MCFERRAN

The General Counsel seeks summary judgment in this case on the grounds that there are no genuine issues of material fact as to the allegations of the complaint, and that the Board should find, as a matter of law, that the Respondent violated Section 8(a)(1) of the Act by promulgating, maintaining, and enforcing an agreement that prohibits its employees from participating in collective or class litigation in all forums.

Pursuant to a charge filed by Richard Vogel on October 2, 2014, the General Counsel issued the complaint on January 30, 2015. The complaint alleges that, since at least April 2, 2014, the Respondent has promulgated and maintained the Binding Arbitration Agreement and Toyota Sunnyvale Handbook Employee Acknowledgement Agreement (the "Agreement"), and required its Sunnyvale employees to execute the Agreement as a condition of employment. The complaint further alleges that the Agreement requires that Sunnyvale employees bring all disputes arising out of or related to their employment to individual binding arbitration.

The relevant portion of the Agreement reads as follows:

> I . . . acknowledge that the Company utilizes a system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of the employment context. . . . In order to provide for the efficient and timely adjudication of claims, the arbitrator is prohibited from consolidating the claims of others into one proceeding. This means that an arbitrator will hear only my individual claims and does not have the authority to fashion a proceeding as a class or collective action or to award relief to a group of employees in one proceeding, to the maximum extent permitted by law. Thus, the Company has the right to defeat any attempt by me to file or join other employees in a class, collective or joint action or arbitration (collectively "class claims").[1]

The complaint alleges that, by promulgating and maintaining the Agreement, the Respondent interfered with employees' Section 7 rights to engage in collective legal activity by binding employees, including the Charging Party, to an irrevocable waiver of their rights to participate in collective and class litigation.

The complaint additionally alleges that the Respondent violated the Act when it sought to enforce this Agreement on October 1, 2014, by filing a motion to compel individual arbitration in a wage and hour class action filed by Charging Party Vogel in California Superior Court.[2]

On February 10, 2015, the Respondent filed an answer admitting all of the factual allegations in the complaint but denying the legal conclusions and asserting certain affirmative defenses.

On March 10, 2015, the General Counsel filed a Motion for Summary Judgment. On March 18, 2015, the Respondent filed an opposition to the General Counsel's motion. On March 24, 2015, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. On April 7, 2015, the General Counsel and the Respondent filed responses.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Summary Judgment

In *Murphy Oil USA*, *Inc.,* 361 NLRB No. 72 (2014), enf. denied in relevant part No. 14–60800, 2015 WL 6457613, ___ F.3d. ___ (5th Cir. Oct. 26, 2015), the Board reaffirmed the relevant holdings in *D. R. Horton*, *Inc.,* 357 NLRB No. 184 (2012), enf. denied in relevant part 737 F.3d 344 (5th Cir. 2013), and found unlawful the maintenance and enforcement of a mandatory arbitration agreement requiring employees to waive the right to commence or participate in class or collective actions in all forums, whether arbitral or judicial. As stated above, the Respondent's answer admits all of the factual allegations in the complaint. Specifically, the Respondent's answer admits that it required its current and former employees at its Sunnyvale, California facility to execute the Agreement as a condition of employment and that the Agreement expressly requires that all employment-based

[1] The Binding Arbitration Agreement and the Handbook each contain this language. Employees are required to sign both documents, and the Charging Party did so.

[2] *Richard Vogel v. Price-Simms, Inc*., Case No. 1–14–CV–261268 (Superior Court of California, Santa Clara County). The court granted the Respondent's motion on October 24, 2014.

claims be resolved through individual, binding arbitration. The Respondent's answer further admits that it sought to enforce the Agreement by filing a motion to compel individual arbitration and stay judicial proceedings in *Richard Vogel v. Price-Simms, Inc.*, in order to require individual arbitrations of the class action wage and hour claims. We therefore find that there are no material issues of fact; nor has the Respondent raised any other issues warranting a hearing.

The Respondent contends in its answer that the unfair labor practices alleged in the complaint are barred by the 6-month statute of limitations set forth in Section 10(b) of the Act. As to the allegations that the Respondent unlawfully maintained and enforced the Agreement, we find no merit to this contention. It is well settled that regardless of when an unlawful rule was first promulgated, the Board will find a violation where the rule was maintained or enforced during the 6-month period prior to the filing of a charge. See, e.g., *PJ Cheese, Inc.*, 362 NLRB No. 177, slip op. at 1 (2015); *Neiman Marcus Group*, 362 NLRB No. 157, slip op. at 2 fn. 6 (2015); *Cellular Sales of Missouri*, 362 NLRB No. 27, slip op. at 1 (2015). Here, the Agreement was in effect at all relevant times, and the Respondent filed its motion to enforce the Agreement 1 day before the unfair labor practice charge was filed. Accordingly, we reject the Respondent's 10(b) affirmative defense as to the maintenance and enforcement allegations.

We reach a contrary finding, however, as to the 'promulgation' allegation. Notwithstanding that the Respondent admitted that it has promulgated the Agreement since at least April 2, 2014 (within the 10(b) period), the General Counsel's Motion for Summary Judgment makes clear that the Agreement was promulgated well outside the 10(b) period. As shown by Exhibit 2 to the General Counsel's motion, Vogel himself signed the Agreement on June 7, 2012. Accordingly, we find merit to the Respondent's 10(b) defense in this respect and shall dismiss the unlawful promulgation allegation.

Next, the Respondent argues that *D.R. Horton*, *Inc., Murphy Oil USA*, Inc., and *Cellular Sales of Missouri*, LLC, supra, were wrongly decided when finding that similar mandatory arbitration provisions violated Section 8(a)(1). We disagree. Accordingly, we apply *D.R. Horton* and *Murphy Oil USA* here, and find that the Respondent violated Section 8(a)(1) by maintaining and enforcing the Agreement. The Agreement expressly requires employees to bring all employment-related claims to individual arbitration and to waive—in any forum—their right to pursue claims on a class or collective basis. We therefore find that the Respondent's maintenance of the Agreement violates the Act.[3]

Additionally, we find that the Respondent unlawfully sought to enforce the Agreement. In *Murphy Oil*, the Board found that the employer's motion to dismiss a collective FLSA action in Federal district court, and compel individual arbitration pursuant to its mandatory arbitration agreement, violated Section 8(a)(1) because that enforcement action unlawfully restricted employees' exercise of Section 7 rights. 361 NLRB slip op. at 19. As in *Murphy Oil*, the Respondent unlawfully enforced its arbitration agreement when it petitioned the California Superior Court to stay the class action wage and hour claim in order to compel employees to arbitrate their claims individually.

Accordingly, we grant the General Counsel's Motion for Summary Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, Respondent, a California corporation with an office and place of business in Sunnyvale, California, has been engaged in the sale and servicing of automobiles.

During the 12-month period ending December 31, 2014, the Respondent, in conducting its operations described above, derived gross revenues in excess of $500,000 and purchased and received at its Sunnyvale, California facility goods or services valued in excess of $5000 which originated outside the State of California.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

Since at least April 2, 2014, the Respondent has required its current and former employees to sign the Agreement as a condition of employment. The Agreement contains the following language:

> In order to provide for the efficient and timely adjudication of claims, the arbitrator is prohibited from consolidating the claims of others into one proceeding. This means that an arbitrator will hear only my individual claims and does not have the authority to fashion a proceeding as a class or collective action or to award relief to a group of employees in one proceeding, to the maximum extent permitted by law. Thus, the Compa-

[3] We disagree with our dissenting colleague's argument that mandatory arbitration agreements do not violate the Act for the reasons stated in *Murphy Oil*, 361 NLRB No. 72, slip op. at 1–21 (2014), and reiterated in *Bristol Farms*, 363 NLRB 45 (2015).

> ny has the right to defeat any attempt by me to file or join other employees in a class, collective or joint action lawsuit or arbitration (collectively "class claims").

On October 1, 2014, the Respondent sought to enforce the Agreement described above by filing a motion to compel individual arbitration and stay judicial proceedings to compel individual arbitration rather than class-wide litigation of claims in a class action wage and hour complaint filed against the Respondent by the Charging Party in *Richard Vogel v. Price-Simms, Inc*., Case No. 1–14–CV–261268 (Superior Court of California, Santa Clara County). On October 24, 2014, the court granted the Respondent's motion.

CONCLUSIONS OF LAW

1. The Respondent, Price-Simms Inc., doing business as Toyota Sunnyvale, is an employer within the meaning of Section 2(6) of the Act.

2. By maintaining and enforcing a mandatory and binding arbitration agreement that requires employees, as a condition of employment, to waive the right to maintain class or collective actions in all forums, whether arbitral or judicial, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act, and has violated Section 8(a)(1) of the Act.

3. The Respondent has not violated the Act in any other respect.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Consistent with our decision in *Murphy Oil*, supra, slip op. at 21, and the Board's usual practice in cases involving unlawful litigation, we shall order the Respondent to reimburse Richard Vogelfor all reasonable expenses and legal fees, with interest, that Vogel may have incurred in opposing the Respondent's unlawful motion to stay his wage and hour class action and compel individual arbitration. See *Bill Johnson's Restaurants v. NLRB*, 461 U.S. 731, 747 (1983) ("If a violation is found, the Board may order the employer to reimburse the employees whom he had wrongfully sued for their attorneys' fees and other expenses" and "any other proper relief that would effectuate the policies of the Act."). Interest shall be computed in the manner prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010). See *Teamsters Local 776 (Rite Aid)*, 305 NLRB 832, 835 fn. 10 (1991) ("[I]n make-whole orders for suits maintained in violation of the Act, it is appropriate and necessary to award interest on litigation expenses"), enfd. 973 F.2d 230 (3d Cir. 1992). We shall also order the Respondent to rescind or revise the Agreement, notify employees and the Superior Court of California, Santa Clara County that it has done so, and inform the court that it no longer opposes the lawsuit on the basis of the Agreement.[4]

ORDER

The Respondent, Price-Simms, Inc., d/b/a Toyota, Sunnyvale, Sunnyvale, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Maintaining and/or enforcing a mandatory arbitration agreement that requires employees, as a condition of employment, to waive the right to maintain class or collective actions in all forums, whether arbitral or judicial.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed to them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Rescind the Binding Arbitration Agreement and Toyota Sunnyvale Employee Handbook Employment Acknowledgment Agreement ("Agreement") in all of its forms, or revise it in all of its forms to make clear to employees that the Agreement does not constitute a waiver of their right to maintain employment-related joint, class, or collective actions in all forums.

(b) Notify all current and former employees who were required to sign the Agreement in any form that it has been rescinded or revised and, if revised, provide them a copy of the revised agreement.

(c) Notify the Superior Court of California, Santa Clara County, that it has rescinded or revised the arbitration agreement upon which it based its motion to compel individual arbitration and stay judicial proceedings in the wage and hour class action brought by Richard Vogel, and inform the court that it no longer opposes the lawsuit on the basis of the Agreement.

(d) In the manner set forth in the remedy section of this decision, reimburse Richard Vogel for any reasonable attorneys' fees and litigation expenses that he may have incurred in opposing the Respondent's motion to stay the collective lawsuit and compel individual arbitration.

(e) Within 14 days after service by the Region, post at its Sunnyvale, California facility copies of the attached

[4] We need not address the Respondent's argument that the General Counsel's proposed remedy for this violation—ordering that the Respondent move the Superior Court of California, Santa Clara County, to vacate its order for individual arbitration—violates the Respondent's due process rights and separation of powers, because, consistent with *Murphy Oil*, supra, 361 NLRB slip op. at 21, we shall order only the remedies described above.

notice marked "Appendix."[5] Copies of the notice, on forms provided by the Regional Director for Region 32, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice marked "Appendix" to all current employees and former employees employed by the Respondent at any time since April 2, 2014, and any employees against whom the Respondent has enforced its mandatory arbitration agreement since April 2, 2014.

(f) Within 21 days after service by the Region, file with the Regional Director for Region 32 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C. November 30, 2015

Mark Gaston Pearce, Chairman

Lauren McFerran, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

MEMBER MISCIMARRA, dissenting.

In this case, my colleagues find that the Respondent's Binding Arbitration Agreement and Toyota Sunnyvale Handbook Employee Acknowledgement Agreement (the "Agreement") violates Section 8(a)(1) of the National Labor Relations Act (the Act or NLRA) because the Agreement waives the right to participate in class or collective actions regarding non-NLRA employment claims. Richard Vogel signed the Agreement, and later he filed a class action lawsuit against the Respondent in the Superior Court of California alleging wage-hour violations. In reliance on the Agreement, the Respondent filed a motion to compel individual arbitration, which was granted.[1] My colleagues find that the Respondent thereby unlawfully enforced its Agreement. I respectfully dissent from these findings for the reasons explained in my partial dissenting opinion in *Murphy Oil USA, Inc.*[2]

I agree that an employee may engage in "concerted" activities for "mutual aid or protection" in relation to a claim asserted under a statute other than NLRA.[3] However, Section 8(a)(1) of the Act does not vest authority in the Board to dictate any particular procedures pertaining to the litigation of non-NLRA claims, nor does the Act render unlawful agreements in which employees waive class type treatment of non-NLRA claims. To the contrary, as discussed in my partial dissenting opinion in *Murphy Oil*, NLRA Section 9(a) protects the right of every employee as an "individual" to "present" and "adjust" grievances "at any time."[4] This aspect of Section

[5] If this Order is enforced by a judgment of a United States court of appeals, the words in the notices reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

[1] *Richard Vogel v. Price-Simms, Inc*., Case No. 1–14–CV–261268 (Superior Court of California, Santa Clara County Oct. 24, 2014).

[2] 361 NLRB No. 72, slip op. at 22–35 (2014) (Member Miscimarra, dissenting in part). The Board majority's holding in *Murphy Oil* invalidating class action waiver agreements was recently denied enforcement by the Court of Appeals for the Fifth Circuit. *Murphy Oil USA, Inc. v. NLRB*, No. 14–60800, 2015 WL 6457613 (5th Cir. Oct. 26, 2015).

[3] I agree that non-NLRA claims can give rise to "concerted" activities engaged in by two or more employees for the "purpose" of "mutual aid or protection," which would come within the protection of NLRA Sec. 7. See *Murphy Oil*, 361 NLRB No. 72, slip op. at 23–25 (Member Miscimarra, dissenting in part). However, the existence or absence of Sec. 7 protection does not depend on whether non-NLRA claims are pursued as a class or collective action, but on whether Sec. 7's statutory requirements are met—an issue separate and distinct from whether an individual employee chooses to pursue a claim as a class or collective action. Id.; see also *Beyoglu,* 362 NLRB No. 152, slip op. at 4–5 (2015) (Member Miscimarra, dissenting).

[4] *Murphy Oil*, above, slip op. at 30–34 (Member Miscimarra, dissenting in part). Sec. 9(a) states: "Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment: Provided, That *any individual employee or a group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted*, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of a collective-bargaining contract or agreement then in effect: Provided further, That the bargaining representative has been given opportunity

9(a) is reinforced by Section 7 of the Act, which protects each employee's right to "refrain from" exercising the collective rights enumerated in Section 7. Thus, I believe it is clear that (i) the NLRA creates no substantive right for employees to insist on class type treatment of non-NLRA claims;[5] (ii) a class-waiver agreement pertaining to non-NLRA claims does not infringe on any NLRA rights or obligations, which has prompted the overwhelming majority of courts to reject the Board's position regarding class waiver agreements;[6] and (iii) enforcement of a class action waiver as part of an arbitration agreement is also warranted by the Federal Arbitration Act (FAA).[7] Although questions may arise regarding the enforceability of particular agreements that waive class or collective litigation of non-NLRA claims, I believe these questions are exclusively within the province of the court or other tribunal that, unlike the NLRB, has jurisdiction over such claims.

Because I believe the Respondent's Agreement was lawful under the NLRA, I would find it was similarly lawful for the Respondent to file a motion in state court seeking to enforce the Agreement. It is relevant that the state court that had jurisdiction over the non-NLRA claims *granted* the Respondent's motion to compel arbitration. That the Respondent's motion was reasonably based is also supported by the multitude of court decisions that have enforced similar agreements.[8] As the Fifth Circuit recently observed after rejecting (for the second time) the Board's position regarding the legality of class waiver agreements: "[I]t is a bit bold for [the Board] to hold that an employer who followed the reasoning of our *D.R. Horton* decision had no basis in fact or law or an 'illegal objective' in doing so. The Board might want to strike a more respectful balance between its views and those of circuit courts reviewing its orders."[9] I also believe that any Board finding of a violation based on the Respondent's meritorious state court motion to compel arbitration would improperly risk infringing on the Respondent's rights under the First Amendment's Petition Clause. See *Bill Johnson's Restaurants v. NLRB,* 461 U.S. 731 (1983); *BE & K Construction Co. v. NLRB,* 536 U.S. 516 (2002); see also my partial dissent in *Murphy Oil,* above, 361 NLRB No. 72, slip op. at 33–35. Finally, for similar reasons, I believe the Board cannot properly require the Respondent to reimburse the Charging Party for its attorneys' fees in the circumstances presented here. *Murphy Oil*, above, 361 NLRB No. 72, slip op. at 35.

Accordingly, I respectfully dissent.

Dated, Washington, D.C. November 30, 2015

Philip A. Miscimarra, Member

NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

to be present at such adjustment" (emphasis added). The Act's legislative history shows that Congress intended to preserve every individual employee's right to "adjust" any employment-related dispute with his or her employer. See *Murphy Oil*, above, slip op. at 31–32 (Member Miscimarra, dissenting in part).

[5] When courts have jurisdiction over non-NLRA claims that are potentially subject to class treatment, the availability of class type procedures does not rise to the level of a substantive right. See *D.R. Horton, Inc. v. NLRB*, 737 F.3d 344, 362 (5th Cir. 2013) ("The use of class action procedures . . . is not a substantive right.") (citations omitted), petition for rehearing en banc denied No. 12–60031 (5th Cir. 2014); *Deposit Guaranty National Bank v. Roper*, 445 U.S. 326, 332 (1980) ("[T]he right of a litigant to employ Rule 23 is a procedural right only, ancillary to the litigation of substantive claims.").

[6] The Fifth Circuit has twice denied enforcement of Board orders invalidating a mandatory arbitration agreement that waived class type treatment of non-NLRA claims. See *Murphy Oil USA, Inc. v. NLRB*, above; *D.R. Horton, Inc. v. NLRB,* above. The overwhelming majority of courts considering the Board's position have likewise rejected it. See *Murphy Oil,* 361 NLRB No. 72, slip op. at 34, 36 fn. 5 (Member Miscimarra, dissenting in part); (Member Johnson, dissenting) (collecting cases); see also *Patterson v. Raymours Furniture Co.*, No. 14–CV-5882 (VEC), 2015 WL 1433219 (S.D.N.Y. Mar. 27, 2015); *Nanavati v. Adecco USA, Inc.,* No. 14-cv-04145-BLF, 2015 WL 1738152 (N.D. Cal. Apr. 13, 2015), motion to certify for interlocutory appeal denied 2015 WL 4035072 (N.D. Cal. June 30, 2015); *Brown v. Citicorp Credit Services,,* No. 1:12–CV–00062-BLW, 2015 WL 1401604 (D. Idaho Mar. 25, 2015) (granting reconsideration of prior determination that class waiver in arbitration agreement violated NLRA).

[7] Even if a conflict existed between the NLRA and an arbitration agreement's class waiver provisions, the FAA requires that the arbitration agreement be enforced according to its terms. *Murphy Oil,* above, slip op. at 34 (Member Miscimarra, dissenting in part); id., slip op. at 49–58 (Member Johnson, dissenting).

[8] See, e.g., *Murphy Oil, Inc., USA v. NLRB*, above; *Johnmohammadi v. Bloomingdale's*, 755 F.3d 1072 (9th Cir. 2014); *D. R. Horton, Inc. v. NLRB*, above; *Owen v. Bristol Care, Inc.*, 702 F.3d 1050 (8th Cir. 2013); *Sutherland v. Ernst & Young LLP*, 726 F.3d 290 (2d Cir. 2013).

[9] *Murphy Oil USA, Inc. v. NLRB*, above, slip op. at 6.

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT maintain and/or enforce a mandatory arbitration agreement that requires our employees, as a condition of employment, to waive the right to maintain class or collective actions in all forums, whether arbitral or judicial.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL rescind the Binding Arbitration Agreement and Toyota Sunnyvale Employee Handbook Employment Acknowledgment Agreement ("Agreement") in all of its forms, or revise it in all of its forms to make clear that the Agreement does not constitute a waiver of your right to maintain employment-related joint, class, or collective actions in all forums.

WE WILL notify all current and former employees who were required to sign the Agreement in any of its forms that the Agreement has been rescinded or revised and, if revised, WE WILL provide them a copy of the revised agreement.

WE WILL notify the Superior Court of California, Santa Clara County that we have rescinded or revised the mandatory arbitration agreement upon which we based our motion to compel individual arbitration and stay judicial proceedings in the wage and hour class action brought by Richard Vogel, and WE WILL inform the court that we no longer oppose the lawsuit on the basis of the arbitration agreement.

WE WILL reimburse Richard Vogel for any reasonable attorneys' fees and litigation expenses that he may have incurred in opposing the our motion to stay the collective lawsuit and compel individual arbitration.

PRICE-SIMMS, INC. D/B/A TOYOTA SUNNYVALE

The Board's decision can be found at www.nlrb.gov/case/32–CA–138015 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Room 5011, Washington, D.C. 20570, or by calling (202) 273–1940.